

# Exhibit 21

## **CARLSMITH BALL LLP**

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OUR REFERENCE NO.:  
060927-00004

December 4, 2007

### **VIA E-MAIL AND U.S. MAIL**

Thomas E. Clifford  
Law Office of Thomas E. Clifford  
2nd Floor, Alexander Building  
P.O. Box 506514  
San Jose, Saipan, MP 96950

Re: Dongbu Insurance - OKP (CNMI) Corporation

Dear Tom:

This will acknowledge receipt of your letter of October 12, 2007 and to thank you for same.

At this point in time OKP wishes to confine its coverage concerns to the Atalig case; it is the most pressing litigation and presents the largest potential claim of the pending litigation matters. The other matters can be discussed separately at a future date.

Unless we discover additional information or facts to the contrary we would agree that the W.C. insurance, CAR policy, bonds and the heavy equipment floater are not applicable to the Atalig claim or the other three claims.

You have asked that OKP agree it has received insurance policies that fully comply with its applicable obligations to acquire insurance. At this time, OKP does not believe it is in a position to agree to such statement. OKP questions whether the insurance policies provided by Dongbu's agent fulfilled the required insurance coverage for this project and therefore at this time OKP cannot agree that it received the policies required by the Government.

You requested proof of which vehicles were involved in the events which form the basis for the Atalig claim so Dongbu can verify they were covered under the policy. Please refer to Sean Frink's email to you of October 12, 2007 where he identified the vehicles involved in the Atalig claim.

You have set out in your letter the matters which have been identified as disputed between the parties on the issues of duty to defend and duty to indemnify. It is unfortunate that

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the parties seem to be at a stalemate on these disputed areas. OKP would respectfully request Dongbu reconsider its position on these matters and give further consideration to its position that there is no duty to defend or duty to indemnify with the hope that such reconsideration would lead to an amicable resolution of some, if not all, of the coverage issues. At the very least OKP firmly believes that the duty to defend clearly exists.

While OKP appreciates your suggestion that the parties engage in further briefing on the issues in dispute, it is of the opinion that it is unlikely that such additional briefing would lead to a resolution of the coverage issues.


OKP will wait until December 15, 2007 for a response from Dongbu to its request that Dongbu reconsider its position on the issues that have been identified as being in dispute before making a final decision on a course of action.

Like Dongbu, OKP reserves all its rights under the policies without limitation and OKP acknowledges that Dongbu has not waived any of its rights under the policies as a result of the parties attempting to reach agreement on the areas that are in dispute.

The contents of this letter are solely for the purpose of attempting to reach an agreement on disputed coverage issues and this letter may not be introduced in any future proceedings for any purposes.

We look forward to Dongbu's further response.

Sincerely,



John D. Osborn

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cc: Sean Frink  
Maya Kara  
OKP (CNMI) Corporation